

**TRANSMITTAL AND NOTICE OF APPROVAL OF
STATE PLAN MATERIAL**

1. TRANSMITTAL NUMBER:
04-07

2. STATE:
Minnesota

FOR: HEALTH CARE FINANCING ADMINISTRATION

3. PROGRAM IDENTIFICATION: TITLE XIX OF THE
SOCIAL SECURITY ACT (MEDICAID)

TO: REGIONAL ADMINISTRATOR
HEALTH CARE FINANCING ADMINISTRATION
DEPARTMENT OF HEALTH AND HUMAN SERVICES

4. PROPOSED EFFECTIVE DATE
April 1, 2004

5. TYPE OF PLAN MATERIAL (Check One):

☐ NEW STATE PLAN ☐ AMENDMENT TO BE CONSIDERED AS NEW PLAN ☒ AMENDMENT

COMPLETE BLOCKS 6 THRU 10 IF THIS IS AN AMENDMENT (Separate Transmittal for each amendment)

6. FEDERAL STATUTE/REGULATION CITATION
42 CFR §431.615(a)(1)

7. FEDERAL BUDGET IMPACT:
a. FFY '04 \$829.5
b. FFY '05 \$1141.1

8. PAGE NUMBER OF THE PLAN SECTION OR ATTACHMENT:

Attachment 4.16-A, Agreement #2

9. PAGE NUMBER OF THE SUPERSEDED PLAN SECTION
OR ATTACHMENT (If Applicable):

same

10. SUBJECT OF AMENDMENT:

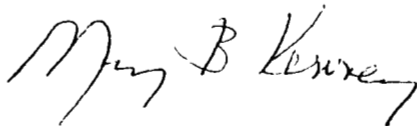
Agreement with Department of Health for Title XIX Responsibilities

11. GOVERNOR'S REVIEW (Check One):

- ☒ GOVERNOR'S OFFICE REPORTED NO COMMENT
☐ COMMENTS OF GOVERNOR'S OFFICE ENCLOSED
☐ NO REPLY RECEIVED WITHIN 45 DAYS OF SUBMITTAL

☐ OTHER, AS SPECIFIED:

12. SIGNATURE OF STATE AGENCY OFFICIAL:



16. RETURN TO:

Stephanie Schwartz
Federal Relations Unit
Minnesota Department of Human Services
444 Lafayette Road No.
St. Paul, MN 55155-3852

13. TYPED NAME:

Mary B. Kennedy

14. TITLE:

Medicaid Director

15. DATE SUBMITTED:

June 29, 2004

FOR REGIONAL OFFICE USE ONLY

17. DATE RECEIVED:

6/30/04

18. DATE APPROVED:

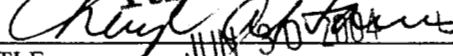
6/9/04

PLAN APPROVED - ONE COPY ATTACHED

19. EFFECTIVE DATE OF APPROVED MATERIAL:

April 1, 2004

20. SIGNATURE OF REGIONAL OFFICIAL:



21. TYPED NAME:

Cheryl A. Harris

22. TITLE: Associate Regional Administrator
Division of Medicaid and Children's Health

23. REMARKS:

RECEIVED
JUN 30 2004
DMCH - MINN

STATE OF MINNESOTA

INTERAGENCY AGREEMENT #

INTERAGENCY AGREEMENT is made by and between the MINNESOTA DEPARTMENT OF HUMAN SERVICES (hereinafter referred to as "DHS") and the MINNESOTA DEPARTMENT OF HEALTH (hereinafter referred to as "MDH").

WITNESSETH:

WHEREAS, DHS AND MDH have mutual and individual responsibilities relating to: the survey and certification of nursing facilities (hereinafter referred to as "NFs"), intermediate care facilities for people with developmental disabilities (hereinafter referred to as "ICFs/MR"), and nursing facility/institutions for mental diseases (hereinafter referred to as "NF/IMDs"); the quality assurance review in each Medicaid (hereinafter referred to as "MA")-certified NF and NF/IMD that is conducted during the case mix review audit process; the classification for the reimbursement of all residents in MA-certified NFs; nursing assistant training and competency evaluation programs; and maintenance of registry of evaluated competent nursing assistants; and

WHEREAS, the United States Department of Health and Human Services (hereinafter referred to as "HHS" or "CMS" (Centers for Medicare and Medicaid Services)) has issued regulations concerning the survey and certification of NFs, ICFs/MR, and NF/IMDs, as required by Title XIX of the Social Security Act (hereinafter referred to as "the Act"), which impose duties and responsibilities upon DHS and MDH; and

WHEREAS, in order to fulfill these duties and responsibilities, DHS and MDH must delineate functions to be performed and the responsibilities of the departments in the survey and certification of NFs, ICFs/MR and NF/IMDs for participation in the Minnesota Medical Assistance Program (Minnesota Statutes, chapter 256B); and

WHEREAS, MDH is the agency designated under Section 1902(a)(33) of the Act as the agency responsible for determining whether facilities meet the requirements for participation in MA as NFs, ICFs/MR or NF/IMDs; and

WHEREAS, MDH is the agency designated pursuant to Minnesota Statutes, section 144.0724 to establish and administer resident reimbursement classifications; and

WHEREAS, MDH is the agency designated pursuant to Minnesota Statutes, section 144A.61, to implement portions of P.L. 100-203, the Omnibus Budget Reconciliation Act of 1987, (hereinafter referred to as "OBRA") regarding nursing assistant training and competency evaluations and establishment of a nursing assistant registry; and

DHS/MDH Interagency Agreement #

WHEREAS, MDH has an agreement dated October 1, 1985 with HHS to carry out the provision of Section 1864 of the Act, which expressly permits MDH to utilize the services, facilities and records of any other state or local governmental agency or private agency to carry out the functions authorized by the agreement; and

WHEREAS, Minnesota Statutes, section 144A.61, subdivision 1, allows the Commissioner of MDH to contract with outside parties for purpose of implementing nursing assistant training and competency evaluation programs;

NOW, THEREFORE, be it resolved that DHS and MDH agree to perform the necessary functions to carry out these responsibilities, which shall include the following items:

1. MDH will coordinate with the DHS contract manager the sharing of communications from the CMS that represent a change in policy or procedure regarding the performance of contracted duties. MDH shall provide to DHS copies of any written notices, letters or other documents received from HHS, and provide notice and opportunity to attend all meetings and exit conferences between MDH and CMS concerning compliance with federal requirements, state agency performance monitoring activities, training, funding issues and functions performed pursuant to this contract. For purposes of this agreement, MDH compliance with notification requirements shall be met if notice is provided to the designated contract manager.
2. The Facility and Provider Compliance Division of MDH shall conduct surveys in accordance with federal requirements for NFs, ICFs/MR (except in those exempt by virtue of participation in a federally authorized waiver demonstration project), and NF/IMDs to determine provider eligibility and certification under MA. The requirements specified in 42 CFR 431.610(f) and (g) and the survey and certification, and enforcement regulations specified in 42 CFR 488.300-488.456 shall be complied with as part of the survey and compliance process. The implementation of these regulations shall be consistent with the MA State Plan.
3. MDH shall provide staff in sufficient number (subject to budgetary limitations) and of composition and qualifications to ensure that the requirements of this agreement are met. If sufficient resources are not available to meet these staffing requirements, MDH shall notify DHS, and a coordinated effort will be made to obtain sufficient resources from the state legislature and/or CMS.
4. MDH shall impose remedies as specified under federal law for facilities that do not meet the requirements of participation in the MA program. For those facilities where sanctions for non-compliance with MA requirements have been recommended or imposed, such as; termination, state monitoring, denial of payment, or the imposition of monetary penalties, MDH shall

DHS/MDH Interagency Agreement #

concurrently notify the DHS contract manager and the facility. MDH shall notify the DHS contract manager within two business days, in cases where a facility has been notified of an immediate jeopardy.

5. The Facility and Provider Compliance Division shall establish resident reimbursement classifications that conform to the rules established by the Commissioner of DHS. The MDH shall conduct audits of these classifications, pursuant to Minnesota Statutes, section 144.0724, subdivision 9. The MDH shall transmit to DHS, reports and data relating to the administration of such classifications.

6. Information obtained in any MDH review and/or survey of a NF, ICF/MR, or NF/IMD relative to noncompliance with the applicable rules, federal regulations or procedures shall be routinely provided to DHS.

7. MDH shall be responsible for collecting and providing to DHS data, reports, and information related to survey, certification and compliance; case mix and quality assurance review; minimum data set (MDS); nursing assistant registry; and/or other activities covered under this agreement, as may be deemed useful and necessary by DHS. Data shall be provided in formats and according to schedules mutually agreed upon by DHS and MDH. This data shall be utilized to develop outcome and performance measurements, administer contracts for services as mandated by Minnesota Statutes, sections 256B.434 and 256B.435, and otherwise determine value, results, and outcomes for long-term care purchasing. MDS data sharing will be in accordance with the CMS/MDH Data Use Agreement.

8. MDH will provide to DHS, within available resources, policy consultation and/or support on issues such as MDS implementation and usage, and other federal and/or state legislative initiatives related to the provisions of this agreement.

9. MDH shall conduct up to 16 facility reviews annually of NF/IMDs or potential NF/IMDs. DHS will designate the facilities to be reviewed 90 days prior to the beginning of the next quarter. The total work time for the reviews will not exceed 25 working days in each fiscal year and will utilize IMD classification criteria. DHS will provide in-service training on IMD classification criteria to MDH staff assigned to perform the reviews.

10. DHS is the single state agency responsible for monitoring the review of the utilization of care and services under the State Plan for MA. DHS shall monitor the timeliness of physician certification in NFs, ICFs/MR, NF/IMDs, and of physician re-certification plans in ICFs/MR.

11. DHS shall be responsible for issuing MA provider agreements to NFs, ICFs/MR, and NF/IMDs certified by MDH. MDH shall maintain records of all information and reports

DHS/MDH Interagency Agreement #

used in determining whether facilities meet federal requirements of participation. MDH shall retain information in accordance with federal and state record retention schedules. MDH shall provide DHS summary information concerning provider certifications. Information obtained by any DHS audit process of a NF, ICF/MR, or NF/IMD relative to noncompliance with licensing and/or certification requirements shall be routinely provided to MDH.

12. MDH shall be responsible for conducting periodic educational programs, within available resources, for the staff, residents (or their representatives), and representative organizations of facilities referred to in this agreement and to present current regulations, procedures and policies on the survey, certification and enforcement process.

13. MDH shall designate state-approved nursing assistant competency evaluation programs for persons seeking employment in certified NFs. MDH may contract with outside vendors for a statewide program to administer the state-approved competency evaluation program. MDH shall review any preliminary agreement with an outside vendor with DHS prior to the final execution of the contract. MDH or its contractor shall review and re-approve nursing assistant training and competency evaluation programs at a frequency and using a methodology consistent with federal regulations. MDH shall establish procedures for and maintain the security of the state-approved competency evaluation program.

14. MDH or its contractor shall maintain a registry of individuals who have satisfactorily completed an approved nursing assistant competency evaluation program or an approved nursing assistant training and competency evaluation program, in accordance with federal regulations.

15. MDH shall conduct an investigation of complaints regarding nursing facility resident abuse, neglect or misappropriation of resident property by a nursing assistant providing services in a nursing facility, in accordance with 42 CFR 488.335. MDH shall report each confirmed case of resident abuse, neglect or misappropriation of resident property by a nursing assistant to the Minnesota Nursing Assistant Registry within ten days of substantiation of the incident.

16. MDH shall conduct an investigation of complaints regarding nursing facility resident abuse, neglect or misappropriation of resident property by any other individual providing services in a nursing facility, in accordance with 42 CFR 488.335. MDH shall report each confirmed case of resident abuse, neglect or misappropriation of resident property, by any other person providing services in a nursing facility, to the appropriate licensing authority or board.

17. MDH shall maintain a case mix review system based on the federally required Minimum Data Set (MDS). The system will be upgraded as needed to ensure compliance with the latest software version of the MDS instrument.

DHS/MDH Interagency Agreement #

18. DHS shall establish a separate account for the collection and disbursement of funds related to the imposition of civil monetary penalties (CMPs). This account shall be monitored and reviewed during the regular contract review process. The Joint Committee, under authority of CMS, and consisting of appointed representatives from DHS, MDH and the Office of Ombudsmen, shall make decisions related to the implementation and use of these funds, within the guidelines established by CMS.

19. Financing procedures are as follows:

- A. MDH shall submit to DHS estimates for anticipated costs (federal and state share) for all survey and certification activities and case mix review and quality assurance review activities, nursing assistant training and competency evaluation program and nursing-assistant registry activities. State fiscal year estimates shall be provided for each fiscal year beginning July 1 and ending June 30, to be submitted to DHS no later than April 1, for the next fiscal year. MDH shall submit to DHS estimates for the anticipated federal share of costs for all case-mix and quality assurance review activities, and survey and certification activities, on a quarterly basis, to be submitted no later than 60 days prior to the beginning of each quarter.

These costs shall include all costs attributable to the general expenses of MDH in order to carry out the functions of this contract, but shall exclude the costs of licensing activities. These costs shall be prepared in accordance with all applicable federal procedures and provisions, including those contained in the CMS State Operations Manual, sections 4500 and 4544. ~~All estimated costs, reports of expenditures and other reports shall be prepared in accordance with budget and accounting methods adopted by the State of Minnesota.~~ MDH shall furnish or make available information on any accounts, expenditures or reports as requested by DHS or as may be necessary for audit purposes to verify that expenditures are made only for purposes authorized by this contract.

- B. DHS shall provide funds to MDH within appropriated amounts and utilizing available federal MA financial participation (FFP) match rates for reasonable and necessary costs associated with carrying out the provisions of this contract. DHS shall be responsible for securing the necessary MA state share for funding survey and certification activities attributable to MA facilities, and the MA portion of survey and certification activities attributable to dually certified facilities. DHS will make adequate provisions for obtaining the necessary MA state share of survey and certification activities. Should CMS impose fiscal or programmatic sanctions against the survey and certification program that are attributable to inadequate state MA funding, DHS shall be responsible for addressing these issues.

DHS/MDH Interagency Agreement # 431557

DHS shall pay MDH invoices within 30 days of submission. Funds shall be paid in accordance with generally accepted accounting methods and procedures adopted by the State of Minnesota and federal financing procedures. In the event that there are changes in FFP, the state's financial obligations, or other requirements under provisions of this contract, MDH and DHS will review this contract. Through the course of this contract, MDH and DHS will identify any savings or additional funding needed to meet the requirements of the MA Program. DHS and MDH may amend any portion of this contract by mutual agreement.

- C. The state-appropriated amount for survey and certification, case mix review and quality assurance review activities, and the OBRA nursing assistant administrative activities, as specified in this contract for the period beginning July 1, 2003 and ending June 30, 2004 is \$ 3,393,000. The state-appropriated amount for survey and certification, case mix review and quality assurance review activities, and the OBRA nursing assistant administrative activities, as specified in this contract for the period beginning July 1, 2004 and ending June 30, 2005 shall be determined through negotiations to be concluded no later than October 1, 2003. Upon completion of these negotiations, this contract shall be amended to reflect the appropriated amount for state fiscal year 2005.

20. This interagency agreement constitutes the whole agreement between the parties, and it is mutually understood that no alterations or variations to the terms of this agreement shall be valid unless amendments hereto are made in writing and agreed to by the signatories of this contract or their successors in office. If this agreement is terminated, any funds paid to MDH under the provisions of this agreement that have not been expended or encumbered in accordance with the provisions of this agreement before the due date of termination, and any property purchased with funds paid to MDH under provisions of this agreement, shall be accounted for in accordance with standards established by the State of Minnesota governing disposition of such property and funds.

21. MDH hereby designates Cecelia Jackson, Assistant Division Director of the Facility and Provider Compliance Division, and DHS hereby designates Robert Held, Division Director of Continuing Care for the Elderly, or their successors in office, as authorized agents for the purpose of responsibility for the supervision of work involved under this contract.

DHS hereby designates Munna Yasiri, or her successor/s in office, as manager for the responsibility of administering this interagency agreement and monitoring provisions contained herein, for compliance with all applicable regulations. These persons and/or their designees and successors in office shall schedule and hold meetings at least quarterly to discuss the implementation of the activities covered by this agreement.

DHS/MDH Interagency Agreement #

22. For the purposes of executing its responsibilities and to the extent set forth in this interagency agreement, MDH and DHS employees and agents shall have access to private data maintained by MDH and DHS to the extent necessary to carry out their respective responsibilities under this agreement and applicable federal and state requirements. The Commissioner of MDH is the responsible authority for data maintained by the MDH. The Commissioner of DHS is the responsible authority for data maintained by the DHS. MDH and DHS accept responsibility for providing supervision and training to their agents and employees to ensure compliance with the Data Practices Act. No private or confidential data collected, maintained, or used in the course of performance of this agreement shall be disseminated except as authorized by statute, either during the period of the agreement or thereafter.

23. DHS and MDH agree that each party will be responsible for its own acts and the results thereof, to the extent authorized by law, and shall not be responsible for the acts of any others and the results thereof. MDH and DHS liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, section 3.736, and other applicable laws.

24. This agreement shall be read in a manner consistent with Title XIX of the Social Security Act and with Minnesota Statutes, chapters 144, 144A and 256B, and the regulations and rules promulgated thereunder, and with policy bulletins, directions or other materials issued by HHS.

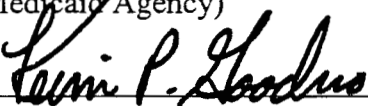
25. This agreement shall be effective beginning July 1, 2003, or upon the date it is fully signed and executed by all parties, whichever date occurs later. On that date, the contract # 427880 effective July 1, 2001 between DHS and MDH, relating to the same subject as this agreement shall be terminated.

26. This agreement shall expire on June 30, 2004, unless an amendment is executed to extend the term.

DHS/MDH Interagency Agreement #

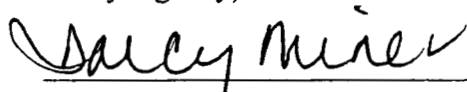
IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed, intending to be bound thereby.

Minnesota Department of Human Services
(State Medicaid Agency)

By: 


Date: 7/2/03

Minnesota Department of Health
(State Survey Agency)

By: 

Date: 6/27/03

Office of Attorney General

By: 

Date: 7/7/03

AMENDMENT NO. 1 TO CONTRACT NUMBER #431557

Contract Start Date: July 1, 2003 Total Contract Amount: \$ 6,436,000
Original Contract Expiration Date: June 30, 2004 Original Contract Amount: \$ 3,393,000
Current Contract Expiration Date: June 30, 2005 Previous Amendment(s) Total: n/a
Requested Contract Expiration Date: June 30, 2005 Amendment Amount: \$ 3,043,000

This amendment is by and between the State of Minnesota, through its Commissioner of Human Services ("State") and the Minnesota Department of Health (MDH) ("Contractor"), identified as Contract No. 431557 to provide for the survey and certification of nursing facilities, intermediate care facilities for people with developmental disabilities, and nursing facility/institutions for mental diseases; the quality assurance review in each Medicaid-certified NF and NF/IMD; the classification for the reimbursement of all residents in MA-certified NFs; nursing assistant training and competency evaluation programs; and maintenance of the registry of evaluated competent nursing assistants.

WHEREAS, the amount to be appropriated for state fiscal year 2005 was under negotiation; and

WHEREAS, the Minnesota Department of Human Services (DHS) and the Minnesota Department of Health (MDH) have mutually agreed upon funding levels for the completion of the balance of the contract; and

WHEREAS, Section 19, item C provides that:

The state-appropriated amount for survey and certification, case mix review and quality assurance review activities, and the OBRA nursing assistant administrative activities, as specified in this contract for the period beginning July 1, 2003 and ending June 30, 2004, is \$ 3,393,000. The state-appropriated amount for survey and certification, case mix review and quality assurance review activities, and the OBRA nursing assistant administrative activities, as specified in this contract for the period beginning July 1, 2004 and ending June 30, 2005 shall be determined through negotiations to be concluded no later than October 1, 2003. Upon completion of these negotiations, this contract shall be amended to reflect the appropriated amount for state fiscal year 2005.

WHEREAS, Section 22 provides that:

For the purposes of executing its responsibilities and to the extent set forth in this interagency agreement, MDH and DHS employees and agents shall have access to private data maintained by MDH and DHS to the extent necessary to carry out their respective responsibilities under this agreement and applicable federal and state requirements. The Commissioner of MDH is the responsible authority for data maintained by the MDH. The Commissioner of DHS is the responsible authority for data maintained by the DHS. MDH and DHS accept responsibility for providing supervision and training to their agents and employees to ensure compliance with the Data Practices Act. No private or confidential data collected, maintained, or used in the course of performance of this

STATE: MINNESOTA

Effective: April 1, 2004

TN: 04-07

Approved: SEP 10 2004

Supersedes: 01-16

agreement shall be disseminated except as authorized by statute, either during the period of this agreement or thereafter.

NOW THEREFORE IT IS AGREED BY AND BETWEEN THE PARTIES HERETO:

That Section 19, item C shall be amended to read:

The state-appropriated amount for survey and certification, case mix review and quality assurance review activities, and the OBRA nursing assistant administrative activities, as specified in this contract for the period beginning July 1, 2003 and ending June 30, 2005 is \$ 6,436,000. The estimated allocation of contract funds for SFY 2004 is \$ 3,393,000. The estimated allocation of contract funds for SFY 2005 is the greater of \$ 3,043,000 or the total unspent balance remaining under the contract. All monies not expended in SFY 2004 shall be carried forward into SFY 2005.

Under negotiated agreement, if savings cannot be achieved to bring contract expenditures to a level at or beneath the \$ 6,436,000 provided under this contract, the designated parties shall meet to renegotiate responsibilities and/or funding levels of this contract.

That Section 22 shall be amended to read:

A. For purposes of executing its responsibilities and to the extent set forth in this contract, the Minnesota Department of Health (MDH) will be considered part of the "welfare system," as defined in Minnesota Statutes §13.46, subdivision 1. MDH employees and agents will have access to private or confidential data maintained by the STATE to the extent necessary to carry out MDH's responsibilities under this contract. The MDH agrees to comply with all relevant requirements of the Minnesota Government Data Practices Act (hereinafter "Data Practices Act," Minnesota Statutes, Chapter 13) in providing services under this contract. The Commissioner of MDH and/or their successors are the responsible authority in charge of all data collected, used, or disseminated by the MDH in connection with the performance of this contract. See Minnesota Statutes section 13.46, subdivision 10.

B. The MDH shall be responsible for training its employees who are authorized to access and use the data collected under the terms and for the purposes specified in this contract. This responsibility includes ensuring that staff are properly trained regarding:

The Minnesota Government Data Practices Act (MGDPA), Minnesota Statutes Chapter 13, in particular, §13.46 ("welfare data");

The Minnesota Medical Records Act, Minn. Stat. §144.335;

Federal law and regulations that govern the use and disclosure of substance abuse treatment records, 42 USCS § 290dd-2 and 42 CFR § 2.1 to § 2.67;

Any other applicable state and federal statutes, rules, and regulations affecting the collection, storage, use and dissemination of private or confidential information.

C. The parties shall comply with the "minimum necessary" access and disclosure standards set forth in the Data Practices Act. The dissemination of "private" and/or "confidential" data on individuals is limited to "that necessary for the administration and management of programs specifically authorized

STATE: MINNESOTA

Effective: April 1, 2004

TN: 04-07

Approved: SEP 03 2004

Supersedes: 01-16

by the legislature or local governing body or mandated by the federal government.” See Minnesota Statutes, §13.05, subd. 3.

The MDH shall:

- (1) Not use or further disclose the information other than as permitted or required by this Contract or as required by law;
- (2) Use appropriate safeguards to prevent use or disclosure of the information by its employees other than as provided for by this Contract;
- (3) Report any use or disclosure of the information not provided for by this contract of which it becomes aware;
- (4) Consistent with this Contract, ensure that any agents (including MDH’s and subcontractor Agency’s), analysts, and others to whom it provides private or confidential data, agree to be bound by the same restrictions and conditions that apply to them with respect to such information;
- (5) At termination of this contract, extend the protections of this Contract to the information collected during the course of this contract.

D. No private or confidential data created, collected, received, stored, used, maintained or disseminated in the course or performance of this contract will be disseminated except as authorized by statute, either during the period of this contract or hereafter. If the MDH is independently required to comply with any requirements of the Minnesota Government Data practices Act or the privacy provisions of the Health Insurance Portability Accountability Act (“HIPAA,” 45 CFR §§160 and 164), the MDH acknowledges that the STATE will not be liable for any violation of any provision of either Act indirectly or directly arising out of, resulting from, or in any manner attributable to actions of the MDH or its employees or agents.

The MDH agrees to indemnify and save and hold the STATE, its agents and employees, harmless for all claims arising out of, resulting from, or in any manner attributable to any violation by the MDH or its employees or agents, of any provision of the Data Practices Act including legal fees and disbursements paid or incurred to enforce this provision of the contract.

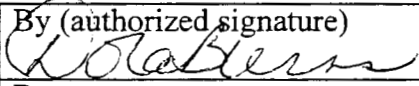
ALL OTHER PROVISIONS OF THE CONTRACT NO. 431557 ARE HEREBY AFFIRMED AND RETAINED IN THEIR ENTIRETIES.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby.

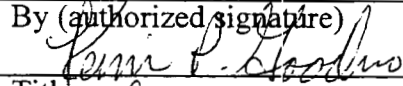
APPROVED:

1. STATE ENCUMBRANCE VERIFICATION:

Individual certifies that funds have been encumbered as required by Minn. State. 16A.15 and 16C.05

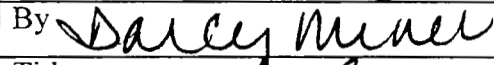
By (authorized signature) 
Date 3-22-04

3. STATE AGENCY:

By (authorized signature) 
Title Commissioner
Date 4/1/04

2. CONTRACTOR:

CONTRACTOR certifies that the appropriate person(s) have executed the contract on behalf of the CONTRACTOR as required by applicable articles, by-laws, resolutions, or ordinances.

By 
Title Deputy Comm
Date 3/22/04

STATE: MINNESOTA

Effective: April 1, 2004

TN: 04-07

Approved: SEP 2004

Supersedes: 01-16